



Order Filed on October 18, 2018
by Clerk U.S. Bankruptcy Court
District of New Jersey

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ATTORNEY FOR CALIBER HOME LOANS, INC.
AS SERVICER FOR U.S. BANK TRUST, N.A., AS
TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY
(TRENTON)

In Re:

Luz M. Norton

Debtor(s)

Chapter 13

Case Number: 16-28606-JKS

Hearing: September 13, 2018 at 11:00 am

Honorable Judge John K. Sherwood

Recommended Local Form:

☐ Followed

☒ Modified

CONSENT ORDER MOTION FOR RELIEF FROM THE AUTOMATIC STAY

The relief set forth on the following page is hereby **ORDERED**.

DATED: October 18, 2018

A handwritten signature of John K. Sherwood is written over a horizontal line.

Honorable John K. Sherwood
United States Bankruptcy Court

(page 2)

Debtor: Luz M. Norton

Case Number: 16-28606-JKS

Caption of Order: Order Resolving Resolving Motion for Relief from the Automatic Stay

Upon the Motion for Relief from the Automatic Stay filed by Caliber Home Loans, Inc. as servicer for U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust, by and through its counsel, Stern & Eisenberg, P.C., as to certain Real Property located at 31 Clinton Place, Unit 4, Morristown Town, New Jersey 07960 (hereinafter referred to as the "Property"), and the parties agreeing to the entry of the Order settling the Motion for Relief from the Automatic Stay, and for cause shown, it is hereby **ORDERED** and **DECREED** as follows:

1. Caliber Home Loans, Inc. as servicer for U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust, as the holder of a first mortgage lien on Debtor's Property, filed a Motion for Relief from the Automatic Stay pursuant to Section 362 of the United States Code on June 4, 2018;

2. At the date of this Order, Luz M. Norton ("Debtor") acknowledges that Debtor is due for the following post-petition regular monthly payments from January 2018 as follows:

- a. Monthly payments 01/2018 (\$1,247.90/mo):.....\$1,247.90
- b. Monthly payments 02/2018-09/2018 (\$1,524.10/mo):.....\$12,192.80
- c. Post-petition suspense balance:.....(\$1,117.26)
- d. Attorney Fees:.....\$531.00
- e. Total arrears as of date of Order:.....\$12,854.44

3. Debtor shall secure a loan modification within 120 days of the date of this Order, or by further extension of court.

4. Effective October 1, 2018, Debtor shall make regular monthly mortgage payments in the amount of \$1,524.10 (or, in the event that the parties have entered into a trial loan modification on or prior to September 30, 2018, Debtor shall continue payments in accordance with the terms of the trial loan modification.).

5. If Debtor does not get the loan modification by the expiration date outlined above, Debtor shall file an Amended Plan within 30 days incorporating the pre-petition delinquency in the amount of \$55,676.01 plus the post-petition delinquency in the amount of \$12,854.44 for total of \$68,530.45 in delinquency to be paid through the plan. Thereafter, Debtor agrees to continue making the regular monthly mortgage payment (currently \$1,524.10/mo.). In the event the regular monthly payment changes for any reason, then the amount due pursuant to this paragraph 4 shall be adjusted accordingly.

6. The execution of this Stipulation/Consent Order, and the terms and conditions set forth in the preceding paragraphs shall serve an amendment and/or addendum to any Pre-Petition Proof of Claim filed by Creditor, if applicable. Movant shall not be required to file an Amended Proof

of Claim, if applicable.

7. Payments due in accordance with this Order shall be due on or before the 1st day of each month. Debtor shall make the regular monthly payments required to the Trustee.

8. All payments due to the Creditor from the Debtor are to be made directly to Caliber Home Loans, Inc., P.O. Box 24330, Oklahoma City, OK 73124 and making sure that Creditor's loan number appears on all payments.

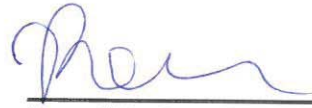
9. In the event that Movant alleges that Debtor has failed to comply with obligations under paragraph 3 & 5 of this Consent Order/Stipulation, Caliber Home Loans, Inc. as servicer for U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust and/or Counsel may give Debtor and Debtor's counsel notice of the default and if such default is not cured within ten (10) days of said notice, upon certification to the court of such default, and request for Order, with a copy to Debtor and Debtor's counsel, the Court may grant Caliber Home Loans, Inc. as servicer for U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust immediate relief from the bankruptcy stay, per the form of attached Order which is made part hereof as Exhibit "A". Debtor shall pay \$75.00 for each notice of default issued by Movant as a result of the Debtor's failure to comply with this Consent Order/Stipulation.

10. The failure by the Creditor, at any time, to file a Certification of Default upon default by the Debtor shall not be construed, nor shall such failure act, as a waiver of any of Creditor's rights hereunder. In the event Debtor fails to comply with the terms of this Order for more than 30 days, Creditor Caliber Home Loans, Inc. as servicer for U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust may submit a certification of default and proposed Order for Relief from the Automatic Stay to the court and serve a copy of such Certification of Default upon the Debtor and Debtor's counsel. Fourteen days after receipt of a Certification of Default, the court will enter an order granting Astoria Bank relief from the automatic stay unless the Debtor has filed an objection to the Certification of Default specifying reasons for the objection; in which case the court will set a hearing on the objection.

11. Upon issuance of the aforesaid Order, the parties hereto further agree that Caliber Home Loans, Inc. as servicer for U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust may proceed in state court to exercise all rights and remedies available to it as a mortgagee and creditor under state and federal law including, but not limited to, the initiation of and continuation of foreclosure and execution process through sheriff's sale concerning the Property and ejectment thereafter.

12. In the event Debtor converts to a bankruptcy under Chapter 7 of the Bankruptcy Code then Debtor shall pay all pre-petition arrears and post-petition arrears within 10 days from the date the case is converted. If Debtor fails to make payments in accordance with this paragraph then the Creditor, through Counsel, may file a certification setting forth said failure and the Creditor shall be granted immediate relief from the automatic stay and may also request entry of the form of Order attached as Exhibit "A".

/s/ Steven P. Kelly, Esquire
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